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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 David Robinson,

Case No.

11 Plaintiff,
12 v.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

13 Iztaccuauhtli Gonzalez dba Farmers Insurance,
14 Jill Stern-Henderson, and Steven H.
15 Henderson,

16 Defendants.

17 Plaintiff David Robinson (“Plaintiff”) alleges the following:

18 **INTRODUCTION**

19 1. Plaintiff brings this action against Iztaccuauhtli Gonzalez dba Farmers Insurance, Jill
20 Stern-Henderson, and Steven H. Henderson (collectively “Defendants”), for unlawfully discriminating
21 against Plaintiff because of Plaintiff’s disability at the Farmers Insurance (“Farmers Insurance”) located
22 at 3018 Railroad Avenue in Pittsburg, California (“Property”).

23 2. Plaintiff seeks damages, injunctive, and declaratory relief, attorney’s fees and costs
24 pursuant to the Americans with Disabilities Act of 1990 (“ADA”) and related California law.

25 **PARTIES**

26 3. Plaintiff is a natural person and an adult resident of the San Francisco Bay Area. At all
27 times relevant to this Complaint, Plaintiff is and has been considered disabled.

28 4. Defendant Iztaccuauhtli Gonzalez is believed to be a natural person who is a resident of

1 California and who owned, managed, operated, and/or was otherwise responsible for the Farmers
2 Insurance office.

3 5. Defendant Jill Stern-Henderson is believed to be a natural person who is a resident of
4 California and who owned, managed, operated, and/or was otherwise responsible for the Property.

5 6. Defendant Steven H. Henderson is believed to be a natural person who is a resident of
6 California and who owned, managed, operated, and/or was otherwise responsible for the Property.

7 **JURISDICTION**

8 7. The Court has subject matter jurisdiction over the action pursuant to 28 U.S.C. 1331
9 and 1343 for violations of the Americans with Disabilities Act of 1990.

10 8. Pursuant to supplemental jurisdiction, an attendant and related cause of action, arising
11 from the same nucleus of operative facts and arising out of the same transactions, is also brought under
12 California law.

13 **VENUE**

14 9. Venue is proper in this court pursuant to 28 U.S.C. 1391 and is founded on the fact that
15 the Property and the Farmers Insurance are located inside this district and Plaintiff's claims arose in
16 this district.

17 **FACTUAL ALLEGATIONS**

18 10. Plaintiff suffers from disabilities, and/or medical conditions that are disabilities.

19 11. Plaintiff is a paraplegic due to a tragic motorcycle accident.

20 12. Plaintiff requires a wheelchair to facilitate his mobility because of a spinal cord injury.

21 13. Plaintiff's symptoms substantially limit his major life activities.

22 14. Plaintiff has at all relevant times, displayed a valid disabled person parking placard
23 issued by the California Department of Motor Vehicles.

24 15. Plaintiff's lives in the San Francisco Bay Area.

25 16. On May 21, 2024, Plaintiff was in the Pittsburg area to visit family.

26 17. Plaintiff went to the Farmers Insurance to inquire about insurance for his home and
27 possibly his cars.

28 18. Unfortunately, when Plaintiff arrived, he observed Defendants' handicap-disabled-

1 access parking was in a state of disrepair. Even though the Farmers Insurance offered off-street parking
2 on the Property to its customers, Defendants have not maintained their accessible parking in a safe and
3 responsible manner. For instance, Defendants' accessible parking spaces lack required signage; lack a
4 van-accessible access aisle; and lack required pavement markings. What's worse, the asphalt
5 underneath the purportedly accessible parking is severely damaged and cracked. Plaintiff further
6 believes that the purportedly accessible parking spaces are excessively sloped. All of these problems
7 make it dangerous for Plaintiff to utilize the designated parking spaces.

8 19. Plaintiff would like to return to the Property and the Farmers Insurance in the future.
9 Plaintiff frequents the Pittsburgh area because his brother and other family live in Pittsburgh.

10 20. The Farmers Insurance and Property are public accommodations and business
11 establishments.

12 21. The Farmers Insurance and Property are open to the public and their operation affects
13 commerce.

14 22. Farmers Insurance and the Property are alleged to have undergone construction and/or
15 alterations, structural repairs, or additions since July 1, 1970 and/or July 1, 1982.

16 23. Farmers Insurance and the Property are alleged to have applied for a permit or have
17 started physical new construction and/or alterations, structural repairs, and/or additions after March 15,
18 2012.

19 24. Plaintiff has suffered and continues to suffer violations of his civil rights to full and
20 equal enjoyment of goods, services, facilities, and privileges, and has suffered and will suffer negative
21 feelings.

22 25. Providing designated disabled parking spaces in customer parking areas is crucial for
23 ensuring equitable access to business services for individuals with disabilities. The absence of such
24 accommodations can create significant barriers, effectively excluding those who rely on accessible
25 parking to access businesses. Without designated disabled parking spaces, individuals with mobility
26 impairments may struggle to find suitable parking, compromising their independence and ability to
27 participate in public and commercial activities. This oversight not only inconveniences disabled
28 individuals but also signifies a lack of commitment to inclusivity and equal access, potentially deterring

1 them from patronizing the business altogether.

2 **FIRST CAUSE OF ACTION**

3 **Violations of the Americans with Disabilities Act**

4 **42 U.S.C. § 12101, et seq.**

5 26. Plaintiff hereby incorporates the previous paragraphs as if they had been fully stated
6 herein.

7 27. Defendants have denied Plaintiff full and equal enjoyment and use of the goods,
8 services, facilities, privileges, and accommodations of the Farmers Insurance and the Property.

9 28. The Farmers Insurance is a public accommodation.

10 29. The Property is a public accommodation.

11 **Failure to Remove Architectural Barriers at an Existing Property**

12 30. Defendants failed to remove architectural barriers, which are structural in nature, where
13 it is reasonably achievable, without much difficulty or expense, and the cost of removing the
14 architectural barriers does not exceed the benefits under these particular circumstances.

15 31. For those barriers where it is not reasonably achievable to remove them, if any,
16 Defendants failed to make the goods, services, facilities, or accommodations available through
17 alternative methods that are readily achievable.

18 **Failure to Design and Construct an Accessible Property**

19 32. The improvements at the Property are believed to have been designed and constructed,
20 or both, after January 26, 1993, independently triggering access requirements under Title III of the
21 ADA.

22 33. Defendants violated the ADA by failing to design and construct the facilities at the
23 Property in a manner that was readily accessible to the physically disabled public, including Plaintiff,
24 when it was structurally practical to do so.

25 **Failure to Make an Altered Facility Accessible**

26 34. Plaintiff alleges that the Property was modified after January 26, 1993, independently
27 triggering access requirements under the ADA.

28 35. The ADA requires properties altered in a manner that affects or could affect its usability

1 be made easily accessible to individuals with disabilities to the maximum extent feasible. 42 U.S.C. §
2 12183(a)(2).

3 36. Defendants altered the Property in a manner that violated the ADA and was not readily
4 accessible to the physically disabled public – including Plaintiff – the maximum extent possible.

5 37. The configuration and condition of the Property denied Plaintiff a public
6 accommodation due to Plaintiff's disability.

7 38. It is readily achievable for Defendants to remove the architectural barriers.

8 **Failure to Maintain Accessible Features**

9 39. Defendants violated the ADA by failing to maintain in operable and working condition
10 those features of the Farmers Insurance and Property that are required to be readily accessible to and
11 be usable by persons with disabilities.

12 40. Defendants' failure in maintaining the Farmers Insurance and Property in an accessible
13 condition was not an isolated or temporary interruption in service or access due to maintenance or
14 repairs.

15 41. The configuration and condition of the Farmers Insurance and Property denied Plaintiff
16 a public accommodation due to Plaintiff's disability.

17 42. It is readily achievable for Defendant to remove the barriers.

18 43. Defendants do not have any legitimate business justification to excuse the condition and
19 configuration of the Farmers Insurance and Property.

20 44. Defendants' violations are the cause of suffering for Plaintiff.

21 45. Plaintiff prays for all relief available under the ADA, including injunctive relief that
22 prohibits violations complained of herein, which have the effect of wrongfully excluding Plaintiff and
23 other members of the public who are physically disabled from full and equal access to these public
24 facilities, as well as attorney's fees, costs, and other expenses for these violations.

25 **SECOND CAUSE OF ACTION**

26 Violations of the Unruh Civil Rights Act

27 California Civil Code §§ 51-53

28 46. Plaintiff hereby incorporates the previous paragraphs as if they had been fully stated

1 herein.

2 47. The Farmers Insurance and the Property are business establishments.

3 48. As described above, Defendants intentionally discriminated against Plaintiff during
4 Plaintiff's visit to the Farmers Insurance at the Property.

5 49. The Unruh Act provides that a violation of the ADA is a violation of the Unruh Act.
6 Cal. Civ. Code 51(f).

7 50. Defendants violated the ADA during Plaintiff's visit to Farmers Insurance at the
8 Property.

9 51. Defendant's acts and omissions as specified are in violation of California Civil Code §§
10 51 and 51.5, the Unruh Civil Rights Act, and have denied Plaintiff's right to "full and equal
11 accommodations, advantages, facilities, privileges or services in all business establishments of every
12 kind whatsoever."

13 52. Plaintiff was harmed.

14 53. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

15 54. As a result of the violation of Plaintiffs civil rights protected by California Civil Code
16 §§ 51 and 51.5, Plaintiff is entitled to the rights and remedies of California Civil Code § 52, including
17 a trebling of actual damages, minimum statutory damages, as well as reasonable attorneys' fees and
18 costs, as allowed by statute, according to proof.

19 55. Plaintiff also seeks to enjoin Defendants from violating disabled persons' rights.

20 **PRAYER**

21 Plaintiff hereby prays for the following:

22 1. Injunctive relief compelling Defendants to cease its discrimination of disabled persons
23 and remove all accessibility barriers that relate to Plaintiff's disability;

24 2. Damages under the Unruh Civil Rights Act of no less than \$24,000;

25 3. Attorney's fees pursuant to 42 U.S.C. 12205, Civil Code sections 52, and/or Code of
26 Civil Procedure section 1021.5, expenses, and costs of suit;

27 4. Other relief that the court deems appropriate.

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2 Dated: September 4, 2024

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Law Office of Rick Morin, PC



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Richard Morin
Attorney for Plaintiff

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